

EXHIBIT F



Nicole Semidei
Compliance Officer
1844 Lansdowne Ave
Merrick, NY 11566
Nikki@ilovekickboxing.com
Phone: 516-806-5683

8/24/2020

Drew Moorcroft
5697 Edgevale St.
Timnath, CO 80547

Re: Notice of Termination of ILKB Franchise Agreement

Dear Mr. Moorcroft,

You are hereby notified that the iLoveKickboxing.com Franchise Agreement entered into by and between ILKB, LLC ("Franchisor") and Andrew Moorcroft & ChiChi Wacha Corporation ("Franchisee") dated 1/7/2016 (the "Franchise Agreement"), is hereby terminated for the iLoveKickboxing Outlet located at 4206 S College Ave, Fort Collins, CO. Pursuant to Section 13.2 (ii) of the Franchise Agreement, we have concluded that you do not intend to continue to operate the Franchise.

We categorically deny the allegations in your Termination Letter, including that you have properly terminated or intend to terminate your franchise agreement. In fact, you have failed to fully participate in dispute resolution, and thereby have committed a prior material breach of the agreement. As such, we are terminating you and expect you will abide by the post-termination provisions of the franchise agreement, including the Non-Compete and payment of future royalties.

Pursuant to Article XV of the Franchise Agreement you are required to perform certain Post-Termination obligations after expiration of the Franchise Agreement.

First, you are reminded that the Proprietary Marks are the property of the Franchisor, and shall not be further used by you for any reason, as set forth in Section 11.2 of the Franchise Agreement.

Second, also pursuant to Article XV of the Agreement, you are required to take the following actions:

1. Immediately from the date you receive this notice, you shall return all copies of the Confidential Operations Manual and all promotional materials
2. Franchisee shall not, directly or indirectly, at any time or in any manner identify itself or any business as a current or former iLoveKickboxing.com Outlet or as a current or former franchisee of or as otherwise associated with Franchisor.



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3. Remove at your expense all signs erected or used by you and bearing the Marks, or any word or mark indicating that you are associated or affiliated with ILKB within thirty (30) days of the date of this letter;
4. Permanently discontinue all advertising of yours that states or implies that you are associated or affiliated with ILKB or the System;
5. Transfer all telephone numbers for your Outlet to us or cancel them and de-list them from any applicable telephone directory or other telephone number listing service.

You are reminded that the Agreement contains a non-competition Section, 11.2, which precludes you, either directly or indirectly from competing with the Franchisor or from remaining in a kickboxing business for a period of 18 months, within a twenty-five (25) mile radius of your iLoveKickboxing.com Outlet or any other authorized retail location selling ILKB Services and Products unless Franchisor gives written approval.

Finally, you are reminded that pursuant to Section 13.3 (d) of the Franchise Agreement that we, at our option, have declared you in default of all of the other franchise agreements or other agreements you have with us, and hereby terminate your rights under those other agreements.

In addition, Franchisor specifically reserves the right to seek and to recover all amounts owed by you to the Franchisor in the amount of \$88,154.24, in addition to damages (including liquidated damages) for any loss of the Franchise and attorney's fees and costs to the extent provided for by the Agreement or applicable law. Please bear in mind that if you wish to resolve any potential liability, we remain open to consider other alternatives.

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Sincerely,

Nicole Semidei

cc: Peter G. Siachos